

CITY OF FAIRFIELD

RESOLUTION NO. 2015 - 122

**RESOLUTION OF THE CITY COUNCIL AUTHORIZING EXECUTION OF A
CONTRACTOR SERVICES AGREEMENT BETWEEN THE CITY OF FAIRFIELD AND
NATIONAL SECURITY INDUSTRIES AND SERVICES FOR SECURITY SERVICES
AT THE FAIRFIELD TRANSPORTATION CENTER**

WHEREAS, the City of Fairfield released an invitation for bid for security services at the Fairfield Transportation Center; and

WHEREAS, the City of Fairfield received five responses to the invitation for bid; and

WHEREAS, National Security Industries and Services ranked as the lowest responsive and responsible bidder.

**NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY
RESOLVES:**

Section 1. The City Manager is hereby authorized and directed to execute the Contractor Services Agreement with National Security Industries and Services to perform security services at the Fairfield Transportation Center in the amount not to exceed Four Hundred Sixty-Five Thousand Four Hundred Seventy-Five Dollars (\$465,475).

Section 2. The City Manager is hereby authorized to do all things necessary and proper to implement the above-mentioned commitment.

PASSED AND ADOPTED this 2nd day of June 2015, by the following vote:

AYES: COUNCILMEMBERS: Price/Timm/Bertani/Moy/Vaccaro

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Howard P. Price
MAYOR

ATTEST:

Karen L. Rees
CITY CLERK
pw

CONTRACTOR SERVICES AGREEMENT

Security Services at FTC

THIS AGREEMENT is made at Fairfield, California, as of June 8, 2015, by and between the City of Fairfield, a municipal corporation (the "CITY") and National Security Industries and Services ("CONTRACTOR"), who agree as follows:

1) **SERVICES**. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to the CITY the services described in Exhibit "A," which consists of the proposal submitted by CONTRACTOR. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit "A."

2) **PAYMENT**. CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit "B." The payments specified in Exhibit "B" shall be the only payments to be made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to the CITY in the manner specified in Exhibit "B."

3) **FACILITIES AND EQUIPMENT**. CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4) **GENERAL PROVISIONS**. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the provisions set forth in Exhibit "C" shall control.

5) **INSURANCE REQUIREMENTS**. The insurance requirements set forth in Exhibit "D" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the requirements set forth in Exhibit "D" shall control.

6) **BID FORMS**. The forms set forth in Exhibit "E" are part of this Agreement.

7) **EXHIBITS**. All exhibits referred to herein are attached hereto and are by this reference incorporated herein.

8) **TERM**. This agreement shall be in effect July 1, 2015 through June 30, 2018; or until the scope of work is completed.

EXECUTED as of the day first above-stated.

City of Fairfield, a municipal corporation

By: John *Con*
CONTRACTOR

By: M. Giacconi

EXHIBIT "A"
SCOPE OF SERVICES
FOR THE FAIRFIELD TRANSPORTATION CENTER

- 1. General Note.** The FTC is a public facility and is open to the public 24hrs/day, 365 days a year. Because it is public and CONTRACTOR personnel are acting in the place of, and representing CITY, they should conduct themselves in a manner that is equivalent to or exceeds CITY standards. Maintaining excellent customer service and good working relationships with the public are very important goals of CITY.

Security guards, as required by the City of Fairfield at the Fairfield Transportation Center, are to act in the best interests of CITY to protect its patrons, contract employees, facilities, vehicles and guests. The security guards shall be present to monitor persons and activities in and around the facilities to ensure a safe environment for all individuals.

- 2. Hours of Operation.** The FTC parking garage and parking lot are open to the public 24 hours a day, 365 days a year; however, the remaining areas of the FTC have the following hours of operation:

| | |
|------------------|---|
| a. Bus Bays | Mon-Fri 3:45 am - 8:30 pm; Sat 8:15 am - 6:15 pm (Closed Sundays) |
| b. Restrooms | Mon-Fri 3:45 am – 8:30 pm; Sat 8:15 am - 6:15 pm (Closed Sundays) |
| c. Transit Store | Mon-Fri 5:00 am - 8:00 am and Mon-Fri 5:00 pm - 8:00 pm (Closed Weekends) |

CONTRACTOR is to allow admittance to the above facilities only during the hours of operation. At all other times, CONTRACTOR is to refuse admittance and loiterers should be asked to leave the site.

- 3. General Conditions**

Security services at the Fairfield Transportation Center are as follows:

- a. One guard shall be on duty for twenty-four (24) hours per day, seven (7) days per week. The guard is expected to remain onsite during lunch or be relieved by another guard during his or her lunch. At a

minimum, the guard will perform security sweeps on a minimum of an hourly basis. The guard shall walk in the supervision of the site. The site consists of the parking lot, parking garage, plaza area and the perimeters of Fairfield Transportation Center. The guard shall also monitor persons and their behavior to ensure a safe environment.

- b. CONTRACTOR must provide a modern GPS based guard tour system to monitor the patrols of the guards. City of Fairfield staff shall be provided access to any reports or live data that are available in the system. The guard tour system shall also have geofencing capabilities.
- c. The guard will be required to act on behalf of the City of Fairfield in an efficient, courteous, and professional manner at all times, to monitor and notify Fairfield Police of improper or destructive behavior, and insist that appropriate behavior prevail.
- d. The guard will be required to perform security sweeps of the parking lot, parking garage, plaza area, and perimeters of the Fairfield Transportation Center. At the conclusion of their shift, the guard going off duty shall ensure the buildings are secure and properly alarmed. The guard will leave a copy of daily report activities with Transportation Division staff.
- e. All site guards shall be properly trained and licensed in accordance with the requirements of the State of California. Guards shall make available, at any time while on duty, their guard cards. Guards shall be expected to present cards to members of the Fairfield Police Department or designated City of Fairfield employees on demand. Failure to produce a valid guard card shall be grounds for termination of the contract.
- f. All guards must be neat, clean and properly uniformed and have a clear command of the English language. Uniforms shall not be similar to those of the Fairfield Police Department. All shirts shall be tucked in.
- g. All guards must be equipped with company radios or phones capable of communicating with other guards and their dispatch site. In addition to the radios, guards must have a cellular phone for communication with Fairfield Police or other departments/individuals.
- h. Security guards shall arrive at Fairfield Transportation Center at scheduled time, properly uniformed, with all necessary equipment to perform job satisfactorily. Additionally, guards shall refrain from socializing with any one group for any period of time unless necessitated as part of their patrol duties. Guards shall refrain from onsite visitors at all times.

- i. CONTRACTOR shall walk entire site on a continuing basis, and limit the amount of time sitting in an office or otherwise remaining in the same area; the entire site needs to be surveyed. Sitting in a personal vehicle is not acceptable.
- j. Generally, guards will not have access to indoor facilities. Guards will be allowed entry to the second floor of the administration building for access to water and restrooms.
- k. Security supervisors shall, at a minimum, perform monthly observations of each site officer.

4. **Daily Report.** CONTRACTOR shall prepare and retain a daily report. Report shall be available for review by CITY at any time. However, only unusual incidents (i.e. matters of safety, health, building maintenance, graffiti, negative public contact, etc.) or other matters that are out of the ordinary, shall be reported to the Transportation Division Office. These incidents shall be reported no later than the following day after the incident. Methods for providing the report shall be by facsimile, electronic mail or hand delivered.

5. **Monthly Supervisor's Report.** CONTRACTOR shall prepare and retain a monthly report of observation of site officers. The report shall be available for review by CITY at any time. Methods for providing the report shall be by facsimile, electronic mail or hand delivered.

6. **Physical Damage/Injuries.** If any physical damage occurs to the FTC, or any person sustains an injury that requires an emergency response, CONTRACTOR shall at a minimum, make the following contacts:

| | |
|--------------------------------|---------------------|
| Fairfield Police | 911 or 707-428-7300 |
| Transportation Division Office | 707-434-3800 |

If there is no answer at the Office, the voicemail system picks up, or it is after hours, call the following numbers in order of sequence as an alternative:

| | |
|--------------|--------------|
| Nigel Browne | 707-434-3806 |
|--------------|--------------|

7. **Door Checks.** CONTRACTOR shall check all exterior doors of the office building hourly (before 8:00 a.m. and after 5:00 p.m. Monday through Friday, and 24 hours Saturday and Sunday) to confirm they are locked. CONTRACTOR shall check all exterior doors of parking structure hourly (24 hours/day 365 days year round), including Transit Store, leasable spaces and utility doors, to confirm they are locked.

If any doors are found to be unlocked, and it does not appear that a responsible person is present, CONTRACTOR shall use following numbers to contact CITY:

Nigel Browne 707-434-3806

- 8. Passenger Island/Bus Bays.** CONTRACTOR shall monitor entrance area to bus bays, and discourage drivers of private vehicles from operating into or through the bus bay area. CONTRACTOR shall monitor area at all times but with greater diligence Monday through Friday from 4:00 a.m. to 8:00 a.m. and 4:00 p.m. to 7:00 p.m.
- 10. Recording License Plates of Speeding Drivers.** CONTRACTOR shall monitor parking areas and discourage drivers from exceeding the posted speed limit of five miles per hour. CONTRACTOR shall record vehicle license plate of offending driver and forward to Transportation Division office.
- 11. Suspicious Vehicles.** When you observe suspicious behavior, vehicles/persons cruising the structure such as you will need to get a description of the car and any persons in the car, the amount of people in the car and so on. This information will need to be reported to the Fairfield Police Dept **NON-emergency** number. Phone number will be provided.
- 12. Skaters.** CONTRACTOR shall discourage skateboarders and/or other skate users from using the FTC as a playground. Their skates cause damage to the facility and they may become injured.
- 13. Bathrooms.** CONTRACTOR shall ensure bathroom doors remain closed at designated times. CONTRACTOR shall be provided a key to the men's and women's bathrooms (same key opens both) located at the parking structure. Key shall be returned by CONTRACTOR with the last invoice at end of contract.
- 14. Vehicle Alarms.** CONTRACTOR shall investigate vehicle and area of vehicle when alarm sounds, and take appropriate action (i.e. call police) as needed.
- 15. Return of Shopping Carts.** CONTRACTOR shall remove any shopping carts found at the FTC as soon as possible. CITY staff will designate the location where the shopping carts are to be placed. As an alternative, CONTRACTOR may contact respective store management and request the carts retrieval.

16. Garbage Dumpster and Recycle Bin. CONTRACTOR shall monitor location of garbage dumpster and recycle bin, and ensure both are kept within the concrete access ramp immediately in front of garbage storage room. Recycle bin pick-up is scheduled weekly for Tuesday and Garbage pick-up is scheduled weekly for Thursday.

Because the custodians do not service the site until the evening, the dumpster and recycle bin are not returned to the storage room until evening of each service day, and may migrate to the alley and become a safety hazard. If this occurs, CONTRACTOR is to return the bins to the concrete access ramp.

17. Parking Management. CONTRACTOR shall closely monitor parking capacity inside the parking structure Monday through Friday between 4:00am and 5:00pm during their patrol rounds. When the number of open parking stalls on the top deck of the parking structure is at 5 or less, the blue "Top Deck Full" sign will be placed at the entrance to the garage. As the CONTRACTOR monitors the garage and more parking stalls start to become free again to where the parking structure is no longer deemed full, the "Top Deck Full" sign will need to be taken down.

CITY intends to implement a paid parking program on the site. CONTRACTOR may be required to perform parking enforcement duties which include but are not limited to: verification that vehicles have valid parking passes or permits, issuing parking citations, or contacting the Fairfield Police Department to request vehicle removal. If CONTRACTOR is required to perform parking enforcement duties, all guards working on the site will be required to attend parking enforcement training, which is conducted by the Fairfield Police Department.

18. Traffic Control. CONTRACTOR will be required to perform routine traffic control functions on the site.

19. Special Conditions

- a. Firm must have a minimum of ten (10) years of experience.
- b. All guards assigned to the Fairfield Transportation Center shall be bonded and employed by a company holding a valid California Private Patrol Operator license that provides 24-hour dispatch. Additionally, all guards shall be licensed and carry their guard cards with them whenever on premises. At the request of Fairfield Police, guards shall immediately present the guard cards for viewing.
- c. All guards shall be equipped with radios or phones capable of communicating with other guards who are elsewhere on the site, if applicable and their dispatch center and to contact Fairfield Police

(911 or 707-428-7300). This device shall be kept with CONTRACTOR personnel at all times. CONTRACTOR shall contact Fairfield Police at any time they believe it is necessary.

- d. Lethal weapons shall be prohibited. Guards carrying batons or chemical agents must have a valid certification from the State of California.
- e. The security company must have a good working relationship with local law enforcement agencies.
- f. CITY shall have the right to remove any CONTRACTOR employee from service on the site.

20. Records and Audits. CONTRACTOR shall maintain accurate and complete records specifically relating to the service provided under the contract. CONTRACTOR shall also keep records and books of account showing times and scope of services provided in the performance of the contract. CITY shall have the right to inspect and audit the books, records and other items relating to the contract.

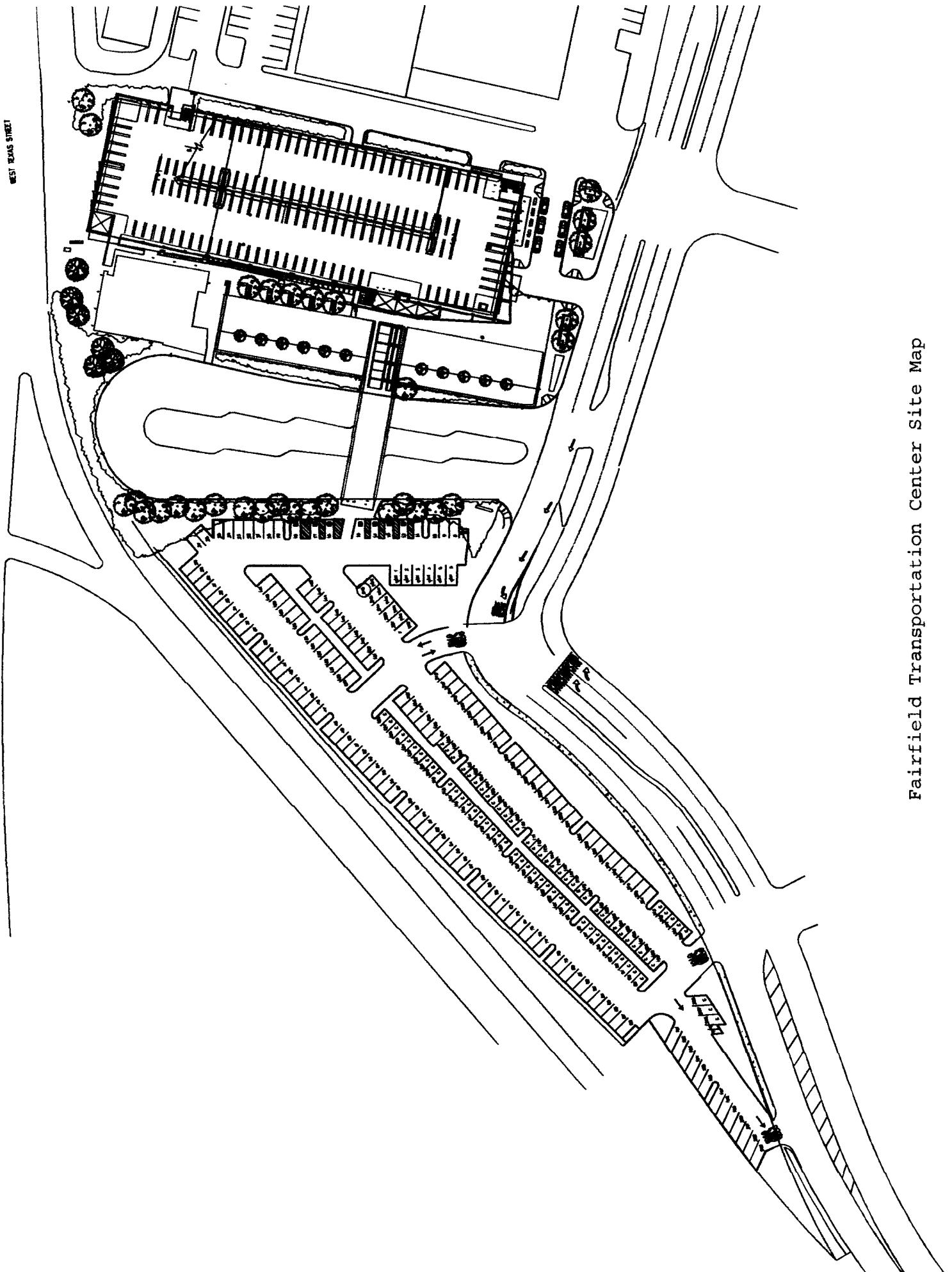
21. On-going Training. CONTRACTOR shall provide a minimum of four (4) hours of on-going training to security guards on a semi-annual basis. CONTRACTOR shall provide CITY with documentation of ongoing training sessions no later than 10 business days after the training sessions are complete. The contents of the documentation shall include but are not limited to: topics covered in the training, duration of time spent on each topic, date of training, and a roster of guards in attendance.

22. Liquidated Damages for Non-Compliance. CONTRACTOR shall be assessed \$100 by CITY for each non-compliant occurrence with the Agreement, including the following non-compliant actions:

- a. Sleeping while on duty.
- b. Failure to perform "door checks" as defined.
- f. Reading or spending time in personal car.
- g. Failure to be reached on work cell phone.
- h. Having excessive personal visitors during work shift.
- i. Personal calls or personal cell phone use while on duty.
- j. Guard leaves or abandons site.

23. Invoice Deductions. The CONTRACTOR's hourly rate will be deducted from its invoice for the length of time that it fails to provide coverage on the site. These deductions include but are not limited to:

- a. Tour gaps in excess of one (1) hour.
- b. Guard leaves the site or abandons shift.
- c. No guard is present on site.



Fairfield Transportation Center Site Map

EXHIBIT "B"

PAYMENT

1) The total contract price for services rendered by CONTRACTOR under this Agreement shall not exceed: \$465,475.00

2) CONTRACTOR shall submit monthly invoices to CITY based on the hourly rate schedule below. Payments shall be made to CONTRACTOR for the same.

The applicable holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Eve.

FY 2015/2016

Number of Annual Regular Hours: 8592

Number of Annual Holiday Hours: 168

Regular Hourly Rate: \$17.21

Holiday Hourly Rate: \$25.13

Annualized Price: \$152,090.16

FY 2016/2017

Number of Annual Regular Hours: 8592

Number of Annual Holiday Hours: 168

Regular Hourly Rate: \$17.55

Holiday Hourly Rate: \$25.90

Annualized Price: \$155,140.80

FY 2017/2018

Number of Annual Regular Hours: 8592

Number of Annual Holiday Hours: 168

Regular Hourly Rate: \$17.90

Holiday Hourly Rate: \$26.47

Annualized Price: \$158,243.76

3) Any additional meetings or work required beyond that set forth in Exhibit "A" shall be mutually agreed to in writing by the CITY and CONTRACTOR, and shall be billed on a time and materials basis to CITY.

EXHIBIT "C"

GENERAL PROVISIONS

1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONTRACTOR shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR's services rendered pursuant to this Agreement; however, CITY shall not have the right to control the means by which CONTRACTOR accomplishes services rendered pursuant to this Agreement.

2) LICENSES; PERMITS; ETC. CONTRACTOR represents and warrants to CITY that CONTRACTOR has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice CONTRACTOR's profession. CONTRACTOR represents and warrants to CITY that CONTRACTOR shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice his profession.

3) TIME. CONTRACTOR shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. CONTRACTOR shall adhere to the Schedule of Activities as described in their Executive Summary.

4) CONTRACTOR NOT AN AGENT. Except as CITY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement, to bind CITY to any obligation whatsoever.

5) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

6) PERSONNEL. CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, in its sole discretion, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

7) STANDARD OF PERFORMANCE. CONTRACTOR shall perform all services required pursuant to this Agreement. Services shall be performed in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged in the geographical area in which CONTRACTOR practices his profession. All products which CONTRACTOR delivers to CITY pursuant to this Agreement shall be prepared in a workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession. CITY shall be the sole judge as to whether the product of the CONTRACTOR is satisfactory.

8) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by the CITY at its discretion upon written notification to CONTRACTOR. CONTRACTOR is entitled to receive full payment for all services performed and all costs incurred up to and including the date of receipt of written notice to cease work on the project. CONTRACTOR shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and incomplete products up to the date of receipt of written notice to cease work shall become the property of CITY.

9) PRODUCTS OF CONSULTING. All products of the CONTRACTOR provided under this Agreement shall be the property of the CITY.

10) INDEMNIFY AND HOLD HARMLESS.

a) If AGREEMENT is an agreement for design professional services subject to California Civil Code § 2782.8(a) and CONTRACTOR is a design professional, as defined in California Civil Code § 2782.8(c)(2), to the fullest extent allowed by law, CONTRACTOR shall hold harmless, defend and indemnify the CITY, its officers, agents, employees, and volunteers from and against all claims, damages, losses, and expenses including attorneys' fees arising out of, or pertaining to, or relating to the negligence, recklessness, or willful misconduct of the CONTRACTOR, except where caused by the active negligence, sole negligence, or willful misconduct of the CITY.

b) If AGREEMENT is not an agreement for design professional services subject to California Civil Code § 2782.8(a) or CONTRACTOR is not a design professional as defined in subsection (a) above, to the fullest extent allowed by law, CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officers, agents, employees and volunteers from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by CONTRACTOR or any person directly or indirectly employed by or acting as agent for CONTRACTOR in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, its officers, agents, employees or volunteers.

It is understood that the duty of CONTRACTOR to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONTRACTOR from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies are determined to be applicable to any such damages or claims for damages.

CONTRACTOR'S responsibility for such defense and indemnity shall survive termination or completion of this agreement for the full period of time allowed by law.

11)PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

12)LOCAL EMPLOYMENT POLICY. The CITY desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Solano County. The CITY encourages an active affirmative action program on the part of its contractors, CONTRACTORs, and developers. When local projects require, subcontractors, contractors, CONTRACTORs and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, CONTRACTORs, and developers will be asked, to provide no more frequently than monthly, a report which lists the employee's name, job class, hours worked, salary paid, city of residence, and ethnic origin.

13)CONTRACTOR NOT A PUBLIC OFFICIAL. CONTRACTOR is not a "public official" for purposes of Government Code §§ 87200 et seq. CONTRACTOR conducts research and arrives at his or her conclusions, advice, recommendation, or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONTRACTOR possesses no authority with respect to any CITY decision beyond these conclusions, advice, recommendation, or counsel.

14)EMPLOYMENT DEVELOPMENT DEPARTMENT REPORTING REQUIREMENTS. When the CITY executes an agreement for or makes payment to CONTRACTOR in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONTRACTOR shall provide the following information to CITY to comply with Employment Development Department (EDD) reporting requirements:

- a) Whether CONTRACTOR is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- b) If CONTRACTOR is doing business as a sole proprietorship, CONTRACTOR shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- c) If CONTRACTOR is doing business as other than a sole proprietorship, CONTRACTOR shall provide CONTRACTOR'S federal tax identification number.

EXHIBIT "D"

INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, its agents, representatives, or employees.

1) MINIMUM SCOPE AND LIMITS OF INSURANCE

- a) Commercial General Liability coverage (occurrence Form CG 00 01) with minimum limits of \$1,000,000 per occurrence for bodily injury, personal injury, products and completed operations, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b) Automobile Liability coverage (Form CA 00 01 with Code 1 – any auto) with minimum limits of \$1,000,000 per accident for bodily injury and property damage.
- c) Workers' Compensation insurance as required by the State of California and Employers' Liability insurance, each in the amount of \$1,000,000 per accident for bodily injury or disease.

2) INDUSTRY SPECIFIC COVERAGES

If checked below, the following insurance is also required.

- Professional Liability Insurance / Errors and Omissions Liability in the minimum amount of \$1,000,000 per occurrence.
- Pollution Liability Insurance in the minimum amount of \$1,000,000 per occurrence
- Garage Keepers Insurance in the minimum amount of \$1,000,000 per occurrence
- Fidelity / Crime / Dishonesty Bond in the minimum amount of \$_____
- MCS-90 Endorsement to Business Automobile insurance for transportation of hazardous materials and pollutants
- Builder's Risk / Course of Construction Insurance in the minimum amount of \$_____.

3) INSURANCE PROVISIONS

a) DEDUCTIBLES AND SELF-INSURED RETENTIONS. Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees and volunteers; or the CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

b) The general and automobile liability policies (and if applicable, pollution liability, garage keepers liability and builder's risk policies) are to contain, or be endorsed to contain, the following provisions:

- i) The CITY, its officers, officials, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the CONTRACTOR; products and completed operations of the CONTRACTOR; premises owned, occupied or used by the CONTRACTOR; and automobiles owned, leased, hired or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees or volunteers.
- ii) For any claims related to this project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and volunteers. Any insurance or self-insured maintained by the CITY, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it.
- iii) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.
- iv) The CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the CITY.
- vi) The policy limits of coverage shall be made available to the full limits of the policy. The minimum limits stated above shall not serve to reduce the CONTRACTOR'S policy limits of coverage. Therefore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this agreement, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater.

c) ACCEPTABILITY OF INSURER. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

d) VERIFICATION OF COVERAGE. CONTRACTOR shall furnish the CITY with original endorsements effecting coverage required by this Exhibit D. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the CITY or on forms equivalent to CG 20 10 11 85 subject to CITY approval. All insurance certificates and endorsements are to be received and approved by the CITY before work commences. At the request of the CITY, CONTRACTOR shall provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications.

e) SUB-CONTRACTORS. CONTRACTOR shall require all subcontractors to procure and maintain insurance policies subject to the requirements of Exhibit D. Failure of CONTRACTOR to verify existence of sub-contractor's insurance shall not relieve CONTRACTOR from any claim arising from sub-contractors work on behalf of CONTRACTOR.

EXHIBIT "E"

BID FORMS

CITY OF FAIRFIELD
STATE OF CALIFORNIABIDSECURITY SERVICES
FAIRFIELD TRANSPORTATION CENTER
IFB2015-01

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the scope of services and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said scope of services and contract documents, **a period of thirty-six (36) months** from the date of the Notice to Proceed (anticipated July 1, 2015):

To perform all routine, cyclical work for the Fairfield Transportation Center for a total 36-month cost of **\$465,475.00**.

The undersigned further agrees that, upon written acceptance of this bid, he will within **FIFTEEN** days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees, that, if awarded the contract, he will commence the work upon written notice to proceed.

Addendum Receipt:

National Security Industries and Services (Name of CONTRACTOR) acknowledges it has received and read the following Addenda:

Addendum # N/A Signature

SIGNATURE  DATE 4/27/15

TITLE President COMPANY National Security Industries

**NATIONAL SECURITY INDUSTRIES AND SERVICES**

940 Park Ave
San Jose, CA 95126
Phone: 408-371-6505, Fax: 408-371-6506
E-Mail: info@nationalsecurityind.com

**City of Fairfield
Security Services – Fairfield Transportation Center
Pricing Information Form**

Three (3) year contract term

The applicable holidays are: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and New Year's Eve.

FY 2015/2016

| | |
|--------------------------------|--------------|
| Number of Annual Regular Hours | 8592 |
| Number of Annual Holiday Hours | 168 |
| Regular Hourly Rate | \$17.21 |
| Holiday Hourly Rate | \$25.13 |
| Annualized Price | \$152,089.00 |

FY 2016/2017

| | |
|--------------------------------|--------------|
| Number of Annual Regular Hours | 8592 |
| Number of Annual Holiday Hours | 168 |
| Regular Hourly Rate | \$17.55 |
| Holiday Hourly Rate | \$25.90 |
| Annualized Price | \$155,142.00 |

FY 2017/2018

| | |
|--------------------------------|--------------|
| Number of Annual Regular Hours | 8592 |
| Number of Annual Holiday Hours | 168 |
| Regular Hourly Rate | \$17.90 |
| Holiday Hourly Rate | \$26.47 |
| Annualized Price | \$158,244.00 |

3 Year Total Price: \$465,475.00

Complete pricing information shall be submitted for all service years in accordance with this form. Failure to submit complete pricing information shall render the bid non-responsive.



NATIONAL SECURITY INDUSTRIES AND SERVICES

940 Park Ave
San Jose, CA 95126
Phone: 408-371-6505, Fax: 408-371-6506
E-Mail: info@nationalsecurityind.com

CONTRACTOR'S WORKSHEET

A. PERSONNEL RESOURCES: Contractors shall list their proposed work force to be assigned to this contract.

1. Number of guards: 8
2. Contract Supervisor: James Clarke/ Jonathan Ortega
Phone: 408-371-6505/ 707-208-9216
3. Experience: Mr. Clarke has 18 years of experience with National Security as project manager. Mr. Ortega has been a supervisor working for the City of Fairfield since 2012.

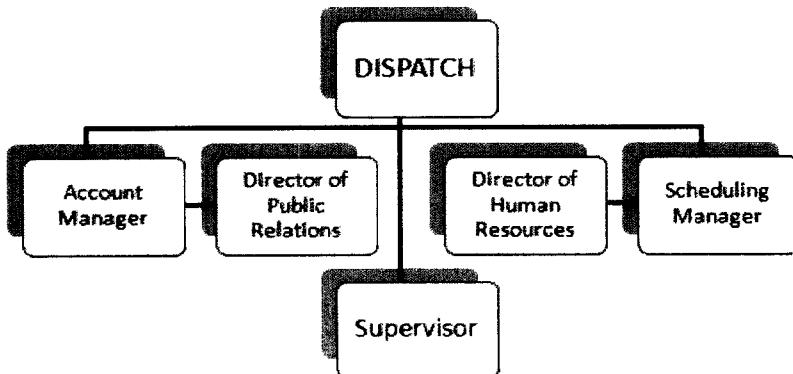
B. EQUIPMENT: Contractor shall list and briefly describe their proposed equipment to be used in the performance of this section of the contract.

- SilverTrac Real Time Reporting Solutions Software- a guard tour system with real time integrated GPS, advanced parking management, task management, and mobile device support.
- 1 2015 Galaxy Tab3 android tablet computer 178mm (7.0") WSVGA LCD 1.7 GHz Dual-Core CPU TouchWiz UX for use with SilverTrac, reporting and guard monitoring system.
- 2.5 Watt Motorola Handheld Multi-channel Radios

C. WORK METHODS: Contractors shall outline their methods for execution of the contract including organization of their work force, number of guards assigned and methods of supervision of the work.

National Security is the incumbent to this contract, therefore the transition phase will be as smooth as possible. It will consist of re-evaluating our workforce, ensuring that the security services are up to the client's needs and implementing SilverTrac so the client can more clearly track the location of guards. SilverTrac will streamline the reporting and guard monitoring aspect of the security services. Eight security guards, including a field supervisor shall be assigned to this contract.

Chain of Command Flowchart



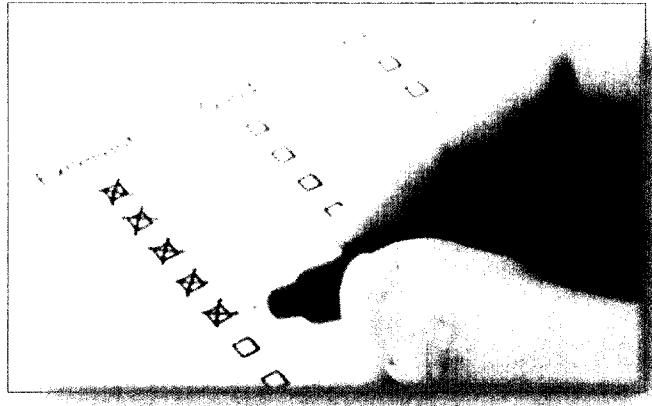
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Monthly Quality Control Report

The National Security Project Manager will provide a *Quality Control Report* on a monthly basis that will include but not be limited to the following:

- Post Inspections Report
- Monthly Training Status
- Senior Field Supervisor's Report
- Customer Surveys (if applicable)
- Employee Surveys
- Employee Comments
- Employee Recognition



After reviewing the reports, the Customer Relations Specialist and the Client will discuss and make recommendations on their findings. The recommendations will be implemented accordingly.

Performance Monitoring

Security Guards Objectives and performance standards will be reviewed while On-Site Supervisor's fill out the *Daily Reports*, to assure that the general requirements and standards of each project are met, the Field Supervisor makes *Visitation Reports* and at the same time reviews the *Daily Reports* to make sure there is no 'conflict of interest'. Random and scheduled monitoring will be conducted to:

Ensure compliance with contract requirements

Observe Security operations to evaluate the Client's specific challenges

Make certain that data provided to support the performance measures specified in the contract are collected appropriately.

Supervision and Post Inspections

Typically, the Project Manager or Field Supervisors will conduct unscheduled personnel inspections every week, in addition to the daily uniform, credential, tour compliance or competency inspections that supervisors conduct during each shift. The Project Manager may escalate inspection frequency or supervisory inspection requirements as necessary to support performance and compliance requirements. Field Supervisors conduct daily inspections that meet or exceed contract frequency and quality metrics.

The primary supervisory tool used to ensure contract compliance is the inspection. Inspections offer members of our management team the opportunity to work with security guards to provide continual hands-on training and supervisory support. During the inspection, security guards must demonstrate proficiency in their post duties. The random nature of inspections encourages security guards to always perform duties to a certain standard or beyond.

Supervisory inspections will be random and unannounced to help us meet our contracted obligations at all times, but will occur at a minimum of once per shift. Our service is flexible. Members of our management staff who are familiar with the post specifics and objectives of the program will inspect our program at all Client facilities and posts on a continuous basis.

Each inspection is documented. The inspecting manager or supervisor will note performance of the inspection on each security guards's daily report and in an inspection log to communicate performance to the client. Inspection results are compared with performance standards and reported to senior management.



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E-Mail: info@nationalsecurityind.com

Performance Management Reviews

Performance Management Reviews will be conducted on a monthly basis or at a frequency determined by the Client. The three objectives of the *Performance Management Reviews* are to:

Monitor National Securities performance to ensure compliance of contract requirements

Ensure an open line of communication between National Security & Client's Site-Supervisors.

Identify and resolve potential issues that may impact the level of performance in the services required (e.g. risk management)

Job Performance Reviews

The Job Performance Review pass rate shall meet a specific baseline approved by the Client. Quarterly reviews shall be conducted for Security Guards, Supervisors, and Project Manager to evaluate Job Knowledge, Image Proficiency, and Practical Skills proficiency.

Reporting Compliance

National Security shall meet the Client baseline for the percentage of reports submitted accurately and well kept equipment, property, and materials. This is measured as the percentage of audited records and inspected equipment, property, and materials that are well kept, operational, and recorded on the maintenance log by the end of each shift. This metric is to be measured by the Facility Managers.

Customer/Client Guard Performance Survey

The Client's Site-Supervisors shall evaluate National Security's performance in the realm of customer service. Possible areas of evaluation include: Surveys, Response Times, Complaints/Compliments, Claims, and City Audits. Periodically National Security will conduct a customer satisfaction survey of each Client's Security Services. There are four questions on this survey that relate to National Security's job performance, they are:

- How satisfied were you with the job knowledge of the Security Guards?
- How satisfied were you with the Supervisors and Management staff?
- How would you rate the thoroughness of Security Services you received?
- How satisfied were you with your overall experience regarding the Security Guards appearance, job knowledge and professionalize?

Project Manager & Staff Availability

National Security provides services and support around the clock 24 hours a day, 7 days a week, and 365 days a year. The Project Manager assigned to this contract, will be available 24/7 and will be responsible for insuring that National Security complies with all aspects of operational commitments.

Unexpected Absences or Extra Service Request

National Security has always welcomed any service request (long term, short term and special events). National Security maintains a 24/7-dispatch center and 24/7 supervisory patrols with sufficient on-call staff available to respond to any service request or concerns, personnel movements, or any other emergencies. All requests from client supervisors will be responded to immediately. With this in mind, we have incorporated the following procedures to be prepared for all situations:

- National Security has additional numbers of security guards to serve as back-ups to the original number of required personnel.
- National Security guards are cross-trained and available for different duties related to this account.
- National Security Patrol supervisors are available 24/7 to the Client Site supervisor for duty.
- Additional supervisor will be trained as back-up to Site supervisor.



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- All guards are required to contact National Security dispatch center to report to work.
- Dispatch center will notify supervisors if on site guard does not report in.

Response Time to Requests for Security

National Security will be the first point of contact for all security requests and alarm notifications. We have our dispatch center available 24/7/365 where our highly trained staff is ready to take your call. Response time to requests for security services and Alarm response are as follows:

| | |
|-------------------------|--------------|
| Alarm response: | 0-30 minutes |
| Emergency response time | 0-2 Hours |
| Schedule changes: | 24 hours |



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STATEMENT OF EXPERIENCE

Indicate below, or on a separate sheet, at least four (4) references from accounts similar in size. At least one (1) reference must demonstrate parking enforcement experience. Be sure to include for each reference: an account name, contact person, telephone number, and how long you have had the account

1. Account Name: City of Sacramento
Address: 915 I Street, 2nd Floor, Sacramento, CA 95814
Contract Person/Title: Rochelle Tillman, Procurement Analyst
Phone Number: 916-808-1315
Number of years servicing this account: 6 years, 2008-2014

2. Account Name: San Francisco General Hospital Ward 93 & Radiology
Address: 1001 Potero Avenue, Room GP-1, San Francisco, CA 94110
Contract Person/Title: John Danaher, Purchasing Manager
Phone Number: 415-206-3139
Number of years servicing this account: 10 years, 2005- Present

3. Account Name: Atlantic Aviation
Address: 1250 Aviation Ave, San Jose, CA 95110
Contract Person/Title: Tim Murray, Owner
Phone Number: 408-297-7552
Number of years servicing this account: 14 years, 2001-Present

4. Account Name: Sierra Joint Community College District
Address: 5000 Rocklin Road, Rocklin, CA 95677
Contract Person/Title: Jameson Lopizich, Director of Security & Parking Enforcement
Phone Number: 916-660-7130
Number of years servicing this account: 5 years, 2010- Present



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5. Account Name: Mi Pueblo Food Center

Address: 1745 Story Road, San Jose, CA 95122

Contract Person/Title: Juvenal Chavez, Owner

Phone Number: 408-772-7630

Number of years servicing this account: 3 years, 2012- Present

6. Account Name: Superior Court California, Santa Clara County

Address: 191 N. First Road, San Jose, CA 95113

Contract Person/Title: Georgia Ku, Court Manager

Phone Number: 408-882-2755

Number of years servicing this account: 1 year, 2014- Present



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BID QUESTIONNAIRE

1. How many years has your company been in the business of providing security services, and what geographical areas does your firm provide security services to?

National Security has been providing security services to cities and counties for 20 years. Based out of San Jose, National Security has offices in major cities throughout California that provide security services statewide.

2. Describe the type(s) of training your employees have had that is directly related to the performance of the security services requested under this Invitation for Bids?

National Security training programs far exceed the state required bare minimum. Besides basic training, Guards for this contract would specifically receive government training, transit specific training, and FEMA related training. An in depth description of our training is on page 37 of this RFP.

3. What is the current number of employees working for your firm?

National Security employs over 300 employees.

4. What has been the employee turnover rate for your firm in the past year?

National Security's employee retention rates are as follows:

| | |
|---------------------------------------|-------------|
| MANAGEMENT | 100% |
| SUPERVISORS | 80% |
| SECURITY GUARDS (COMPANY-WIDE) | 80% |

5. How many field supervisors does your firm intend to assign to the City's contract?

National Security intends to assign one field supervisor, Jonathan Ortega, to this contract.

6. Describe on a separate sheet of paper your firm's work plan for the City's contract should you be the successful bidder.

Please see next page



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Understanding of the Project

National Security fully understands and will comply with all recruitment, evaluation and staffing requirements for the program. Our management team will provide the required project management, oversight and supervision to ensure contract compliance and service level requirements. Additionally, National Security will provide all necessary training and equipment, and deploy all necessary support technologies to ensure accurate and efficient operation of resources, recordkeeping, and invoicing.

Our Client's objectives are National Security's priorities. Taking into consideration our Client's reputation and our skills as a Security Guard Agency, National Security has reviewed and fully understands the information provided in this RFP. National Security shall provide security services in accordance with the requirements of the Project Scope.

Understanding of the Contractors Role

National Security has served hundreds of clients with varying requirements and expectations with successful results. With this level of experience, we have learned that our services cannot be a "one solution fits all" approach. Each client has their own unique requirements and challenges that a security company must be able to recognize and adjust their processes to meet or solve with success. Fixed posts and roving patrols collectively contribute to the overall security envelope of your personnel and resources. A detailed discussion of our approach is provided in the following paragraphs:

- ◆ Foot patrols are essential for responding to activated security systems. Patrols also serve to prevent unauthorized access when they make their rounds on an unscheduled basis, thus adding to their deterrent value because of the unpredictability of their presence at a given location.
- ◆ Prior to the agreed-upon security service startup date, National Security shall have selected, trained, cross-trained and equipped a sufficient number of qualified security guards to perform the required services. National Security shall ensure that all appropriate tools and equipment are available for use while performing security duties, including but not limited to, Facility Access Cards, keys, pager, phone or radio, flashlight, pen, clip board, and logbooks. National Security shall provide the applicable equipment to each guard for each shift.
- ◆ National Security shall be solely responsible as an independent Contractor for the performance of its employees and agrees to remove any employee deemed to be unsuitable by the Client from assignment to this contract.
- ◆ National Security shall be responsible for the supervision and direction of its employees at all times. National Security shall designate a Project Manager who will be responsible for coordinating all required security services as requested by the Client.
- ◆ National Security shall provide field supervisors who will be responsible for training, inspecting and supervising security guards and who will perform job site inspections and test job duty knowledge at random.
- ◆ National Security shall furnish a monthly report to the Chief of Security which will reflect all pre-assignment post training and post inspection activity performed by the National Security field supervision and management.



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- National Security shall provide all prescribed uniforms and equipment. Firearms, ammunition, batons, Peerless handcuffs, Chemical Mace, flashlights, and all leather goods will be made available to designated security personnel.
- While assigned to the Client's Security Program, National Securities Guards shall affect no arrest or detention without the express consent of the Client's Chief of Security, nor shall National Security Guards sign any criminal complaint on behalf of the Client. Any request for signing a complaint or affecting a private person's arrest on behalf of the Client shall be immediately referred to the Client's Chief of Security.
- National Security shall implement a drug and alcohol-testing program for all safety sensitive personnel. National Security shall also cooperate with all Client reporting requirements including quarterly program reports, the annual federal drug and alcohol MIS report, periodic site visits and processing of annual re-certification forms.

Work Plan

National Security understands that our services must be a value to our client by reducing vulnerabilities and non-compliance with security protocols. In order to reduce such situations, National Security has adopted a strict recruiting, supervision and training policy and all events such as daily supervisory checks and all other reports will be communicated to the Client.

- Prior to the agreed-upon security service startup date, National Security shall have selected, and equipped a sufficient number of qualified Security Guards to perform the required services.
- National Security shall have a sufficient number of trained and cross-trained, Security Guards and Supervisors available to serve as back-ups to the original number of required personnel to respond to any additional service request or emergency.
- Prior to the start day all Security Guards will be trained, certified, fully equipped, drug tested and their backgrounds/references will be checked.
- All Guards will be certified & licensed & will be trained in house in all aspects of Client security.
- National Security will provide an overall Project Manager who will serve as the central point of contact for all issues related to this account.
- All Guards will receive a mandatory refresher/ recertification training course every six months.
- Patrol Guards for this account receive 8 hrs on-site training "DOUBLE BANK" (working alongside an experienced Guard prior to command shift).
- All Security Guards will be evaluated daily on their job knowledge, uniform, and appearance.
- There will be a manager and dispatch center available 24/7.
- Security Guards Inspection Log form will be checked by Chief of Security & the Facility Manager
- Prior to the start day, all Security Guards will receive training in Public Relations, Customer Service, and Crowd Control & Communications/Report Writing.
- Meet with the Facility Site managers and review current security guard post orders (duties) and operating procedures. Amend current post orders and operating procedures, as necessary.
- National Security shall provide an electronic attendance log to the Clients facility manager
- Perform regular quality assurance inspections to ensure compliance with the contract requirements
- National Security shall implement a drug and alcohol-testing program required for all personnel



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Recruitment & Qualifications

Recruitment:

National Security has a dedicated Human Resources staff. Under the direction of the Human Resources Manager, the staff is responsible for both administering the company's employment and labor relations, and insuring compliance with federal, state and local laws regulating employment and labor issues. Because of its numerous relationships with public entities, National Security is particularly sensitive to the employment standards and requirements of the local agencies where the entities that we provide service for are established, i.e.; living wage ordinances.

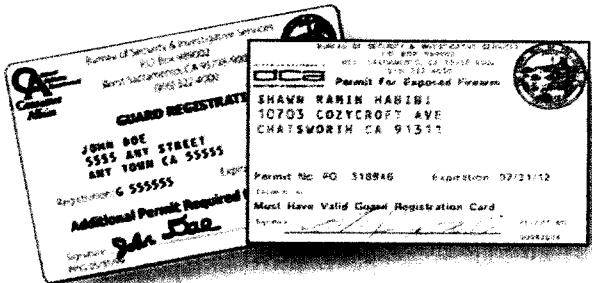


As part of its successful employee relations program, National Security has adopted an Employee Handbook, given to every new-hire that defines in a clear and logical way the general rules of the work post, benefits to employees as well as responsibilities and expectations of the work force. As an Equal Opportunity Employer, National Security aggressively seeks out eligible candidates for positions within our company by utilizes local firms to place ads that reach out to all diverse groups of people.

Minimum Qualifications:

As an Equal Opportunity Employer, National Security aggressively seeks out eligible candidates for positions within our company by utilizing local firms to place ads that reach out to all diverse groups of people. The minimum Security Guard requirements:

- Current Guard Card
- Current Firearm License (If applicable)
- 21 years and older
- Valid Driver's License (For Patrol)
- Valid Social Security Number
- CPR & First Aid Certification
- Support Documents for I-9 Form
- Completed 40 hrs training requirement
- Baton, Mace, & Tear Gas Permit (If applicable)
- Pre-Employment Evaluation (Review Candidates Personality, Demeanor, Communication Skills)



In addition to the above information, each candidate must supply the following support documents:

- To be a U.S. Citizen (or permanent residence)
- To possess a high school diploma or GED.
- To demonstrate English proficiency to include reading, speaking, and writing in English:
- Carry out written and oral instructions regarding proper performance of security duties.
- Provide direction to and understand and answer questions from English-speaking individuals.
- To pass comprehensive Criminal/Background Check as required by National Security
- To successfully pass an employment drug test.



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Pre-Employment Application:

Each potential candidate must complete, thoroughly and legibly, the 'Pre-Employment Application'. This Application contains the following information:

- General Information (Name, Address, etc.)
- Qualifying Training (additional training other than Power's to Arrest)
- 5 Year Background History (Work, Education, Military, etc)
- 5 work related references (Non-Family Members)
- Authorization to Release Information (Former Employers)

References, Past Employment Check

Before the initial interview, each candidate's application will be reviewed for legibility, clarity as well as scrutinized for any discrepancies. Utilizing the 'Authorization to Release Information' all current or past work history references will be checked, as well all guard cards will be confirmed for validity and to insure candidate remains in good standing with the Department of Justice and the Bureau of Security and Investigative Service.

Physical Agility Test (Physical Exams)

When deemed necessary, based on post requirements, candidates must complete the following test. This test is taken from the 'Standard Law Enforcement Physical Agility Test':

- 220 Yard Run (Must complete in at least 1 minute and 30 seconds)
- 6' Wall Climb (Must complete in at least 30 seconds)
- 30 push-ups (Must complete in less than 1 minute)
- 30 sit-ups (Must complete in less than 1 minute)

Background & DMV Check

Included in the state registration process are a LiveScan electronic fingerprint and criminal background check through the Department of Justice ("DOJ") and the Federal Bureau of Investigation ("FBI"). The DOJ and FBI deny approval where particular criminal history is found (e.g. convictions for crimes of moral turpitude, and in particular, substance abuse, violence or sex-related crimes). The DOJ does not provide specifics for denial – it simply denies the application and causes the BSIS to send a notice of denial to both the prospective employer and the applicant. As part of its ongoing update, where BSIS receives notice of subsequent disqualifying violation(s), it sends to Patrol Company operators notices of revocation or similar notices. Once received, National Security promptly removes the disqualified guard from Post.

Before the initial interview, each candidate's application will be reviewed for legibility, clarity as well as scrutinized for any discrepancies. Utilizing the 'Authorization to Release Information' all current and past work history and references will be checked, as well all guard cards will be confirmed for validity and to insure candidate remains in good standing with the Department of Justice and the Bureau of Security and Investigative Service. National Security requires all personnel to submit to a commercial background check. This check scans sex-offender registries, tracks address history by state (California county), and where indicated, 14 County Criminal records check and where necessary, full United States criminal histories. This check also provides the company with other behavior history which helps it to evaluate the general responsibility and honesty of the applicant. For example, results can contradict responses provided by the applicant during the interview process, creating an opportunity for further discussion. Applicants provide voluntary releases for this background check, and any adverse employment decision based solely on the results is provided to the applicant consistent with California law.



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The background check includes the following items in detail:

- ◆ Personal Information (verify SS#, dob, citizenship)
- ◆ Name aliases
- ◆ Address verification
- ◆ Driver's License
- ◆ Vehicle Registration
- ◆ Asset Checks
- ◆ Corporate Affiliations
- ◆ Civil Records
- ◆ Criminal Records
- ◆ Bankruptcies
- ◆ Liens or Judgments
- ◆ Watercraft or Pilot Licenses
- ◆ Concealed Weapons Permit
- ◆ Professional Credentials
- ◆ Education Verification
- ◆ Sexual Offender Registry Search



American Tescor Integrity Survey

The American Tescor psychological and integrity survey is a proven pre-employment screening tool that provides another source of information in the employment decision process. Studies show that use of the data derived from this screen resulted in hiring decisions that ultimately reduced the incidents of theft, substance abuse and violence in the workplace and is particularly suited to service industries.

DMV Employer Pull Notice (EPN) Program

The *Employer Pull Notice (EPN)* Program will provide employers and regulatory agencies with a means of promoting driver safety through the ongoing review of driver records. All National Security staff working on this contract will be enrolled in the DMV *Employer Pull Notice* Program. All patrol drivers DMV driving records are also checked by our insurance company.

An employer enrolled in the EPN program is assigned a requester code. The requester code is added to an employee's driver license (DL) record. When an employee's DL is updated to record an action or activity, a check is made electronically to determine if a pull notice is on file. If the action or activity is one that is specified to be reported under the EPN program, a driver record is generated and mailed to that employer. The EPN program allows your organization to monitor DL records of employees who drive on your organization's behalf. This monitoring accomplishes the following:

- ◆ Improves public safety.
- ◆ Determines if each driver has a valid license.
- ◆ Reveals problem drivers or driving behavior.
- ◆ Helps to minimize Client liability.



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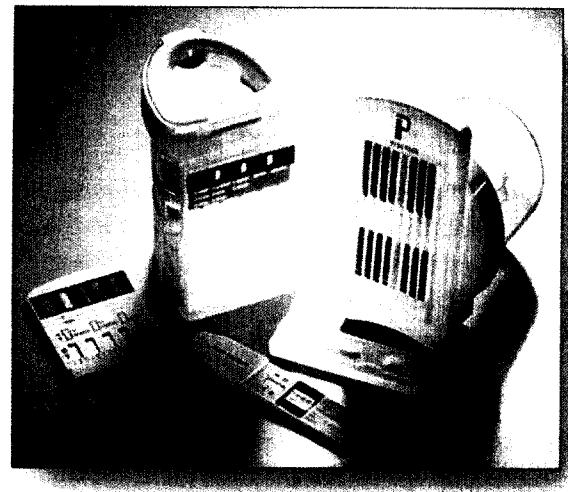
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San Jose, CA 95126
Phone: 408-371-6605, Fax: 408-371-6506
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Drug/Alcohol Testing

National Security has implemented a drug and alcohol-testing program for all personnel which is performed with strict adherence to all California statutes. National Security shall also cooperate with all reporting requirements, including quarterly program reports, the annual federal drug and alcohol MIS report, periodic site visits and processing of annual re-certification forms, as required.

After successfully completing the 'Pre-Employment Process' and upon being offered a position with National Security, candidates must undergo a Drug & Alcohol Testing, and are subject to random tests during their employment. Currently, National Security uses Biotedhnostix Rapid Response, which is a 5-drug test panel that includes testing for the following substances: OPI, THC, COC, PCP, and AMPH.

- National Security certifies that its place of business provides a drug-free workplace and has Published a "Drug-free Workplace" statement notifying its employees that the manufacture, distribution, dispensing, possession or use of a controlled substance or other unlawful drug or alcohol is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.
- National Security has also established a Drug-free Awareness Program to inform employees about the dangers of drug and alcohol abuse in the workplace, policy of maintaining a drug-free workplace and penalties that may be imposed upon employees for drug and alcohol abuse violations occurring in the workplace.
- National Security has notified employees that as a condition of employment, employees will be expected to abide by the terms of the statement and will be given an individual copy of National Security's "Drug-free Workplace" statement.



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Uniforms & Equipment

National Security expects all security guards to be professional and presentable at all times. It is important that each guard while representing National Security, understand that he/she also represents the Client for which they are performing their duties as a security guard. At no additional cost to the Client, each security guard will be issued three full sets of uniforms. We offer two styles of uniforms, the classic police style as shown below to the right (color & sleeve length may vary due to Clients preference), or what is called a "soft uniform", which is shown to the right & consists of a blazer, matching slacks, a dress shirt & a tie. Each security guard will be responsible for the cleaning & maintaining of their uniform. Should signs of wear start to appear on any of the uniform articles, National Security will replace at our own expense.



Guards are responsible for keeping their uniform clean and well maintained at all times. Guards are not to wear uniforms while off-duty. Guards must report to work in uniform and remain in uniform throughout the duration of their shift. Shirts must be tucked in, ties, if required, should be worn at all times. Shoes must be clean and polished & uniform must be neat, clean & wrinkle-free. Good personal hygiene for all employees is a must! Daily bathing & use of a good deodorant are required. **Grooming standards are as follows:**



MEN: Hair must be clean & neat. Beards & mustaches must be kept trimmed so that the hair is no longer than 1/2" from face. The only jewelry that may be worn is a watch on one wrist & a ring per hand.

WOMAN: Hair must be clean & neat. Hair cannot obscure face. It must be confined in a bun or ponytail. The only jewelry that may be worn is one pair of stud earrings, a watch on one wrist, & one ring per hand.

National Security will provide the following to each guard at no charge

- ◆ 3 Uniform shirts (short or long sleeved)
- ◆ 3 Uniform slacks & 3 Uniform Blazers(if applicable)
- ◆ 1 uniform tie (if applicable)
- ◆ 1 Heavy Winter jacket w/ "SECURITY" on back
- ◆ 1 Uniform duty belt, Flashlight & flashlight holder
- ◆ Nextel radio & holder
- ◆ Cellular telephone & holder
- ◆ Security badge, name tag, & employee photo identification

Each guard will be responsible for obtaining the following

- ◆ Uniform undergarments (plain white undershirts)
- ◆ Black shoes or boots (must be approved) & black socks

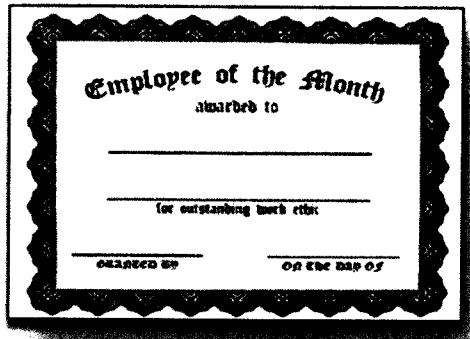


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Employee Benefits

- ✓ Employee Team Building Program
- ✓ Employee Compensation & Benefits
- ✓ Advancement and Promotion



Employee Team Building Program

Our Retention, Compensation, and Relationships with our employees are evident by the employee letters of appreciation. Please refer to next page for the attached letters. National Security understands that to insure excellent and successful service, we must have employee retention, advancement and promotion programs that recognize their high value. Therefore, we thoroughly believe that, 'If we take care of our staff, our staff will take care of us' and as a result, our customers.

Employee Compensation & Benefits

We appreciate the valuable input our employees provide and therefore offer our employees an excellent benefits package, but mostly with above average salary and hourly wages. The health benefit packages that we offer are through Kaiser HMO and Blue Cross PPO with dental and vision included. All National Security qualified full-time employees receive the following benefits:

- ◆ Unlimited & non-restricted unpaid leave
- ◆ Continued mandatory training program
- ◆ Promotions within National Security
- ◆ Labor Peace provisions
- ◆ Flexible scheduling
- ◆ Direct Deposits
- ◆ Vacation & Health Allowance
- ◆ Employee of the Month Award & cash bonus
- ◆ Cash bonus to employees that pass on-site job test

Advancement and Promotion

Employees' advancement is based on training received, participation in training programs and also quality of their work. It is National Security philosophy to seek and promote staff with-in our organization. Our staff is reviewed and compensated by our Senior Supervisors to insure that each guard is in complete compliance with all National Security training program requirements, safety training and Policies & Procedures as well as those of our clients. At the same time our Senior Management Team reviews, confers and sets goals with our Senior, Head and Assistant Supervisors.



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SCOPE OF WORK / DUTIES

At a minimum, all Security Guards assigned to this contract will be responsible for the following:

- ◆ Guards will perform security sweeps on an hourly basis while supervising parking lots and the perimeters of Fairfield Transportation Center (FTC) to ensure a safe environment for all FTC passengers, parking lot patrons, and employees.
- ◆ Guards will monitor persons and their behavior and notify Fairfield Police of improper or destructive behavior.
- ◆ At the end of each shift, guard will make sure the buildings are secure and alarmed and will leave a copy of the daily report activities with Transportation Division staff and provide a list of City vehicles on the property to the transit dispatcher.
- ◆ Guards will carry their guard cards at all times while on duty and be expected to present cards to any law enforcement or City employee when asked.
- ◆ Guards will be neat, clean, and properly uniformed and be able to speak, read, and write in English clearly and legibly.
- ◆ Guards will be equipped with radios and cell phones to allow for communication between guards, dispatch center and law enforcement.
- ◆ Guards will arrive to work at the scheduled time, properly uniformed and equipped.
- ◆ Guards will refrain from any excess socializing or onsite visitors at all times
- ◆ With the exception of report writing, guards will remain mobile during entire shift.
- ◆ Security supervisors, at a minimum, will perform monthly observations of each site officer and submit a report of observation with their findings to the City for review.
- ◆ Guards will be responsible for monitoring entrance area to bus bays and will discourage drivers of private vehicles from obstructing or driving through bays.
- ◆ Guards will be responsible for recording license plates of any vehicles exceeding posted speed limit while in parking structure and will forward information to the Transportation Division office.
- ◆ Guards will be responsible for recording information about any suspicious persons or vehicles observed in parking structure and will report all information to the Police department.
- ◆ Guards will discourage skateboarders and skaters from using the premises.
- ◆ Guards will make sure that the public restroom doors remain closed except for specified open times.
- ◆ Guards will investigate all car alarm sounds and take appropriate action.
- ◆ Guards will be responsible for returning shopping carts to the nearby retail stores or contact store management and request the carts retrieval.
- ◆ Guard will be responsible for monitoring the garbage dumpster and recycle bins to ensure both are kept within the concrete access ramps.
- ◆ National security shall monitor parking capacity inside the parking structure and issue parking citations for un-permitted/illegally parked vehicles.



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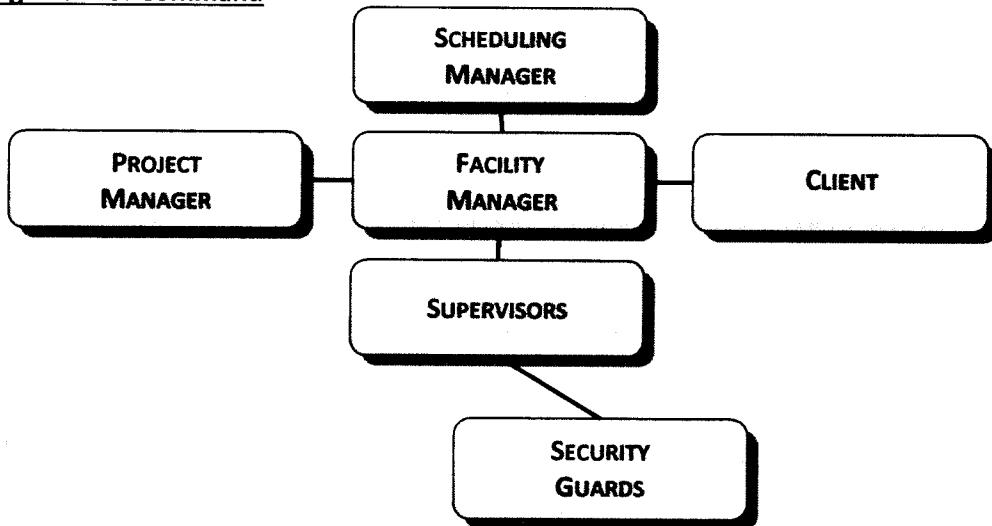
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San Jose, CA 95126
Phone: 408-371-6505, Fax: 408-371-6506
E-Mail: info@nationalsecurityind.com

Scheduling

Schedule notification Procedures

National Security will be the first point of contact for all schedule issues. Scheduling Manager will be responsible to generate schedules on each Fridays and furnish a copy to Project Manager, Captain, Client and Supervisors in charge. Supervisors will be responsible to call and notify each Guard and post a copy of the schedule at each station. Also, Schedules can be viewed on Clockspot via the Internet or by phone call. Each Guard will be provided their own individual Username and Password to access the system.

Scheduling Chain of Command



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Transition Plan

Since National Security is the incumbent security provider for this contract, the transition phase of the work will be seamless.

- ◆ National Security will train a sufficient number of additional security Guards to serve as back-ups to the original number of required personnel.
- ◆ National Security will manage this account from our corporate office in San Jose.
- ◆ National Security will purchase all necessary patrol vehicles (fuel efficient/hybrid) to fulfill the requirements of this contract.
- ◆ National Security has a fully equipped and operational 24 hour a day Dispatch center.
- ◆ All Patrol vehicles, communication equipment, SilverTrac Software, Hand Held Metal Detectors will be demonstrated to Facility Site Supervisor for approval. Upon approval by Facility Site Supervisor, a time-table will be set for installation.
- ◆ Additional Supervisors will be trained as back up to the original Site Supervisors.
- ◆ General Manager, Project Manager, Facility Manager & Supervisors will be onsite transition day.
- ◆ Back-up Site Supervisors and additional back-up Security Guard will be on site on transition day.
- ◆ All Guards will receive certifications from American Red Cross for CPR and First Aid.
- ◆ Provide written copy of all training certifications to Facility Site Supervisors prior to start day.
- ◆ Meet with the facility site supervisor and review current security guard post orders (duties) and operating procedures.
- ◆ Amend current post orders and operating procedures, as necessary.
- ◆ On-Site Security Assessment will be conducted prior to start day.

Timeline for Service

National Security will be ready to transition over to the new contract within 4 weeks of award.

WEEK 1

- ◆ Contact Radio supplier and installer. Prepare equipment i.e. SilverTrac, uniforms and safety equipment.
- ◆ Procurement Process: Contract negotiations, human resources and all legal responsibilities; to include but not be limited to Benefits, Insurance requirements, Living Wage.
- ◆ Request to have a meeting with all Site Managers or Site Supervisors

WEEK 2

- ◆ Meet with the site managers and review current security guard post orders (duties) and operating procedures. Amend current post orders and operating procedures, as necessary, to the mutual agreement of both parties.
- ◆ Upon availability of site Managers, National Security will set a timetable for Silvertrac training.
- ◆ National Security Training Staff, Project manager and all field supervisors will receive onsite training, introduction and orientation of facilities from site managers.



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- ♦ Management staff and all selected employees will attend on-site training.
- ♦ Complete 8 hours Site specific rules, regulations and on-the-job training.
- ♦ Demonstrate a fully equipped 24 hours a day Dispatch.

WEEK 3

- ♦ Guards will receive all Uniforms and equipment
- ♦ Training and Certification: Training classes for assigned personnel, training of new and back-up security Guards to cover Category 1-2 training. American Red Cross: CPR and First Aid Certification.
- ♦ Initial Training at each specific facility will be performed.
- ♦ Project Manager, Program Manager and all Supervisors will receive training at each Site.
- ♦ Emergency training, code red, code blue and code orange will be completed.
- ♦ Project Manager and field supervisors will give all Guards' introduction and orientation to the City policies. Project manager and field supervisors will provide Guards on site training.
- ♦ All Patrol vehicles, communication equipment, Silvertrac guard tour reporting system, Hand Held Metal Detectors will be demonstrated to facility site supervisor for approval. Upon approval by facility site supervisor, a timetable will be set for installation.
- ♦ Update a customized post orders for each facility
- ♦ Install all required equipment

WEEK 4

- ♦ Before finalizing schedules, Project Manager will interface with the Client Supervisors to discuss operational issues. Project Manager routinely will perform comprehensive assessment to ensure that personnel recruitment reflects the expectation of the Client. The goal of our staffing plan will be to improve the overall service quality.
- ♦ Further review of procedures and safety manuals with all Guards.
- ♦ All Guards will be trained and cross-trained on public relations and customer service.
- ♦ Field supervisors provide new Guards further onsite training and orientation.
- ♦ All schedules finalized. Guards receive their schedule. All onsite training completed.
- ♦ All Guards will receive certifications from American Red Cross: CPR and First Aid.
- ♦ Provide written copy of all training certifications to facility site supervisors prior to start day.
- ♦ Provide a written copy of all background check, to the facility site supervisor prior to start day.
- ♦ Transition team, operation team, Project Manager and field Supervisors will be on site

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Revised Post Orders

General: The Fairfield Transportation Center or FTC, is a public facility, open to the public 24 hours/day, seven days/week, 365 days/year. Officers are to conduct themselves in a highly professional manner at all times as your behavior reflects NSI and the City of Fairfield, our client. Maintaining excellent customer service and good working relationships with the public are an important part of your job.

FTC, Facilities Hours of Operation:

Garage: 24 hours/day, seven days/week, 365 days/year

Bus Island: Mon-Fri 0400-2230, Sat 0900-1735, closed Sunday

Restrooms: Mon-Fri 0400-2040, Sat 0900-1735, closed Sunday

Transit Store: Mon-Fri 0500-0800 and 1630-2000, closed Weekends

Access to the above facilities is to be allowed only during the hours of operation specified above. At all other times, you are to deny access and ask loiterers to leave the site.

Purpose of Security: To deter unwanted activities on the premises by presenting a highly visible uniformed presence. To observe and report suspicious activity and to monitor parking lot and administer parking violations

Hours of Security Coverage: 24 Hour coverage. NSI provides coverage at FTC 24 hours/day, seven days/week, 365 days/year, including holidays. One officer is always on duty. The site is NEVER to be left unattended for any reason.

Saturday through Friday, Seven Days/Week:

0600-1400 Day Shift

1400-2200 Swing Shift

2200-0600 Grave Shift

Meal and Rest Periods: You are on a paid meal period, so you are required to bring your meal with you, as you are not to leave the site unless relieved by another officer. You are authorized a 30 minute mid shift meal period and two 15 minute breaks. You cannot combine them for any reason. Note when you start and end your breaks on your DAR, Lunch Breaks MUST reflect on your NSI Time sheet. Take your breaks discretely as you are in the public eye. You are to take your breaks in the Security room. NOT in your personal vehicle.

No Smoking Policy: NSI is a Non-Smoking company so you are not allowed to smoke on duty or to smell of smoke while on duty.

Duty Uniform: You are to report for duty in a fresh, clean, complete uniform consisting of the following:

- Security Baseball Cap (if Issued) Black
- Gray Shirt Short Sleeve (summer) LS (winter) Optional.
- Badge (to be worn on the outermost garment at all times)
- Black Pants
- Black Basket weave under belt
- Black Leather Shined Shoes w/Black socks
- Flashlight (personal)
- Notepad and Ball Point Pen (black or blue-black)

Grooming:

Officers will be well groomed, hair clean combed and off the collar, (Female Officers) Hair kept in a bun. Mustaches must be trimmed; Beards must be approved by NSI Staff.



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Site Equipment:

Tablet/Cell Phone with SilverTrac Software and charger
Keys (5) Restroom, Electrical Closet, Security office

Reporting for Duty:

Meet with the officer that you are relieving, a few minutes before the start of your shift. Accomplish passdown, receive the transfer of site equipment. Note that you have received them on your DAR. Call your Supervisor if your relief is more than 10 minutes late or if any of the site equipment is damaged or missing. Call on duty to National Security Dispatch identifying the site location and your badge number.

Officer Duties and Responsibilities**Daily Activities Report (DAR):**

Start your DAR immediately upon reporting for duty, noting who you relieved by name and what equipment you received and its condition. Maintain your DAR current throughout your shift, noting activities as they occur in chronological order.

NEVER fill out your DAR in advance of events as this is a violation of NSI policy.

Guard Tour (see schematic, appendix for QR code Locations):**Purpose:**

To ensure that certain areas of security concern are visited regularly and to make a highly visible presence for deterring unwanted activities on the premises. There are 9 (SilverTrac Tourguide) checkpoints that make up the tour. A map showing the locations and description is found on Appendix A.

Frequency of Tour:

A guard tour is to be completed each hour of your shift with any unusual activities reported in your DAR. In the course of your patrol, you are to make observations en route to each checkpoint and note any unusual activity in your DAR. Security Officers are to conduct continuous patrols only stopping to make notations, taking breaks and/or calling for emergency services.

Site Cell Phone Use Policy: A cell phone is provided for business use only, I.E. calling in for duty, calling Police, ambulance, etc. It is programmed with the numbers that you will need. Additional contact information is available via NSI dispatch.

Socializing/Congregating Prohibited:

You are not to socialize while on duty or to congregate with others. This distracts you from your primary purpose, which is to make a deterrent presence. Restrict conversations to greetings and business information gathering for reports. Be polite but not curt so as to be perceived as rude. Direct commuter questions to the main office or to the ticket booth. Officers are not required to know the bus schedules.

Lost and Found:

Take note of items found in your DAR. Bring such items to the ticket booth. Items that have been lost on the bus would be found in the Second floor office of MV Transportation.

Reporting Property Damage/Injuries:

Fill out an Incident Report (IR) answering who, what, when, where and how. Gather all relevant information including name, phone number and address that you can concerning the damage/loss. Notify the Supervisor who will in turn contact the client. ALL IR's are to be completed BEFORE you leave shift. Overtime will be authorized as necessary to complete your report.

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Officer job related injury: Report any personal injury immediately to the supervisor through NSI dispatch. Indicate if you require assistance, nature and cause of the injury. Complete an IR capturing the details of what happened.

Tour Conduct: You are to vary the sequence of checkpoints visited so as not to establish a predictable pattern. You are to observe for unwanted or suspicious activities and facility defects. While not conducting the tour, you are to make continuous patrols of the facility, making a highly visible presence. Focus on the areas that your experience tells you will produce results. You are the best judge of what locations and times certain activities occur, which may require your presence. The only time that you should be in the Security office is for taking breaks and to write entries on reports. Remember that the more time you spend in any one area detracts from your being visible as a deterrent. Keep on the move.

Passenger Island/Bus bay: Position yourself to monitor passenger loading and unloading during heavy use times. This allows the commuters to observe security and makes a presence to deter any unwanted activity. Refer questions to the main office or the ticket booth. DO NOT post yourself in the bus bay.

Traffic cone policy: Traffic cones are used as a courtesy in the lower part of the ground floor parking garage. (19 parking spaces) You can deploy the cones when this area is full and pick them up when space is made available.

License plate recording for speeding: Using SilverTrac, Record the license plate numbers of those drivers observed speeding through the facility as they may potentially cause accidents or injure persons.

Reporting Suspicious Vehicles: Call Fairfield Police non-emergency number. Use SilverTrac Software to log vehicle.

Shopping Cart Return Policy: Shopping carts are to be removed from the site, and returned to their place of origin.

Garbage Dumpster and Recycle Bin: On Thursday if the large trash dumpster is found away from the curb, the officer is to move it back onto the curb. The Large dumpster would be found outside on the East side between the exterior storage room and the passenger entry.

Patrolling of Admin Building: When on Tour patrol open the door of the admin area and look inside for unusual activities. When the lobby doors are locked check them to insure they are locked and secure. Check the first floor employee entrance and the second floor office door after business hours to insure it is secure.

Day shift is to bring the completed DAR's and IR's to the main lobby at 9am.

Fairfield Transportation Center

Appendix A: Tour Guard QR code Locations:

1. North side 3rd floor under top railing
2. South side 3rd floor next to stairwell
3. N/E 2nd floor (McDonalds side)
4. S/W 2nd floor (heat pump)
5. North 1st floor garden
6. Under card reader 1st floor Main Lobby
7. S/E 1st floor Vehicle exit behind right stop sign
8. E side outside beside storage room and PIV
9. Surface lot farthest parking area right side (lost pole)



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7. Indicate below the name of the person who will be responsible for administering the contract, if awarded. Also, include the person's title, telephone number, address and Internet E-mail address.

Michael Gerami, President
(408) 371-6505
940 Park Ave., San Jose, CA 95126
info@nationalsecurityind.com



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940 Park Ave
San Jose, CA 95126
Phone: 408-371-6505, Fax: 408-371-6506
E-Mail: info@nationalsecurityind.com

National Security Industries and Services

Name of Firm

940 Park Ave., San Jose, CA 95126

Business Address

(408) 371-6505

Phone Number


Signature of Responsible OfficialPrivate Patrol Operator (PPO) Number 13103PPO Expiration Date: 9/30/15FEI Number: 77-0469433

If corporation or partnership, give legal name of corporation, president, secretary, treasurer or names of all partners.

Michael Gerami, President**NATIONAL SECURITY INDUSTRIES AND SERVICES**

940 Park Ave
San Jose, CA 95126
Phone: 408-371-6505, Fax: 408-371-6506
E-Mail: info@nationalsecurityind.com